

*Contract no. 476*

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AGREEMENT  
between the  
**BOARD OF EDUCATION**  
of the  
**BOROUGH OF FRANKLIN LAKES**  
COUNTY OF  
**BERGEN, NEW JERSEY**  
and the  
**FRANKLIN LAKES**  
**EDUCATION ASSOCIATION**

July 1, 1991

to

June 30, 1994

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	Recognition	3
II	Negotiation Procedure	4
II-A	Group Negotiations	6
III	Grievance Procedure	7
IV	Teacher Rights	10
V	Association Rights and Privileges	11
VI	Teacher Hours and Teaching Load	12
VII	Teacher Employment	14
VIII	Salaries	15
IX	Salary Incentive Plan	17
X	Teacher Assignment	19
XI	Voluntary Transfers and Assignments	20
XII	Involuntary Transfers and Reassignments	21
XIII	Teacher-Administration Liaison	22
XIV	Sick Leave	23
XV	Temporary Leaves of Absence	25
XVI	Extended Leaves of Absence	27
XVII	Professional Development	29
XVIII	Protection of Teachers/Students & Property	30
XIX	Health Benefits Program	32
XX	Deduction from Salary	33
XXI	Miscellaneous Provisions	37
XXII	Professional Development Leave	38
XXIII	Duration of Agreement	40
SCHEDULE A	Teacher's Salary Guide 1990-91	41

1992-1993

FRANKLIN LAKES SCHOOL DISTRICT

BOARD OF EDUCATION

Mrs. Janet Johnson, President

Mr. W. Thomas Rohrbach, Vice President

Mr. Santo Bonanno

Mr. Steven D. Holmgren

Mrs. Pamela Mills

Mr. James Nall

Mrs. Sandra Prestifilippo

Mr. Stephen Sass

Mrs. Marie Zwerling

**ARTICLE I**  
**RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for certificated personnel under contract to the Board including: teachers, librarians, and nurses.
- B. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

## ARTICLE II

### NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good-faith effort to reach agreement on the terms and conditions of teachers' employment.

Such negotiations shall begin not later than December 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all parties covered by this agreement, be reduced to writing, be signed by the Board and the Association, and be adopted after ratification by membership of the Association and the Board.

- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection all matters of public record of the Franklin Lakes School District.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations.
- D. 1. Representatives of the Board and the Association's negotiating committee shall meet when necessary or at the request of either party upon at least one week's notice for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
2. Each party shall submit to the other, at least four (4) days prior to the meeting, an agenda covering matters they wish to discuss.
3. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and be signed by the Board and the Association, after the amendment has been submitted to the Board and Association for approval.
- E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.
- F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any

organization other than the Association for the duration of this Agreement.

- G. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**ARTICLE II-A**  
**GROUP NEGOTIATIONS**

- A. When a matter of personnel policy is to be referred for negotiation, a written request for a preliminary meeting with the Superintendent shall be submitted by the Education Association. Such request must specify the subject matter under discussion.
- B. As a result of this preliminary meeting (1) the Education Association and the Superintendent may elect to resolve the problem and to develop jointly recommendations that shall be submitted in writing to the Board of Education for consideration and approval, or (2) either party may request that a negotiation meeting between the Board of Education and the Education Association be arranged, in which case such meeting shall be convened within a 30 day period. If mutually agreeable, the Superintendent shall serve as the chairman of the negotiations meeting.
- C. Throughout the period of negotiations with the Board of Education on any subject, Education Association representatives or Board Members may meet and consult with the Superintendent in advisory discussions on the subject under consideration.
- D. Facts, opinions, proposals and counterproposals will be exchanged freely during the meeting or meetings in an effort to reach mutual understanding and agreement.
- E. When the Board and Education Association representatives reach agreement in executive session recommendations for written personnel policies shall be presented to the entire Board of Education for consideration and adoption.
- F. If the Board and Education Association representatives are unable to agree, all reasonable means, including the use of consultants, shall be employed in an effort to reach agreement.
- G. Neither party shall be required to negotiate any subject covered by the existing agreement except at the annual negotiations relating to wages and salaries.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definitions

1. A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a teacher's or group of teachers' terms and condition of employment.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

#### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest the time limited set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. Any individual member of the professional staff shall have the right to appeal the application of policies and administrative decisions affecting him through recognized administrative channels.
4. In presenting his personal professional grievances, the member of the staff shall be assured freedom from prejudicial action in presenting his appeal.
5. He shall have the right to present his own appeal or to designate representatives of the local teachers' organization or another

person of his own choosing to appear with him or for him at any step in his appeal.

D. Steps

Step 1. Principal

Any professional employee who has a grievance shall appeal in writing to his immediate superior and, if within five (5) school days the answer is unsatisfactory or there is no answer continue the appeal to the next step.

Step 2. Superintendent and P.R. & R. Committee

If the aggrieved person is not satisfied with the disposition of the grievance at Step 1, he may submit the grievance in writing to the Superintendent and file it with the Professional Rights and Responsibilities Committee of the Association. (hereafter known as the P.R. & R.) Within five (5) school days the P.R. & R. shall be required to file its recommendations concerning the grievance in writing, one copy to the employee and one copy to the Superintendent. If within ten (10) school days the decision of the Superintendent is unsatisfactory or if no decision has been rendered, the aggrieved person may proceed to Step 3.

Step 3. Board of Education

The aggrieved person, may within five (5) school days after the decision of the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, submit his grievance in writing to the Board of Education. The Board shall within a period of thirty (30) days arrange a hearing at a mutually acceptable time and place and within ten (10) school days after conclusion of the hearing render a written decision.

Step 4. Arbitration

In the event that the determination of the Board shall be deemed unsatisfactory by the Education Association within a period of ten (10) school days after receiving the Board's decision:

- (a) In the event that the determination of the Board shall be deemed unsatisfactory by the Association, within ten (10) school days after receiving the Board's decision the Association or the Board may refer, at shared expense, the matter to Binding Arbitration in accordance with the Rules and Procedures of the Public Employment Relations Commission.
  
- (b) Binding arbitration under this article shall apply only to administrative decisions which contravene or misapply Board policy or the provisions of this agreement, and to any other misinterpretation, misapplication or violation of Board policy or this agreement, and no grievance shall be arbitrable that involves voluntary or involuntary transfers and reassignments, the non-renewal of non-tenure teachers, any other prerogatives of management, which have been identified by PERC, the Courts,

and such, or any matter for which a method of review is provided in the Division of Controversies and Disputes under the Commissioner of Education.

- E. Any grievance not presented in writing within thirty (30) days after the grievant knew or should have known of the event or events upon which the claim is based, shall conclusively be deemed waived by the grievant or grievants.

**ARTICLE IV**  
**TEACHER RIGHTS**

- A. Pursuant to Chapter 123 Public Laws of 1974, the Board hereby agrees that every full time certificated personnel under contract to the Board including: teachers, librarians and nurses shall have the right to freely organize, join and support the association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123 Public Laws of 1974 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The Rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- D. Whenever any teacher is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

## **ARTICLE V**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

- A.** Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conference, or meetings, he shall suffer no loss in pay.
- B.** The Association, representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. The Association is required to secure approval of the building principal to use the facilities.
- C.** The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The equipment is to be operated by qualified personnel. The Association shall pay for the actual cost of all materials and supplies incident to such use.
- D.** The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge.
- E.** The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary.

## ARTICLE VI

### TEACHING HOURS AND TEACHING LOAD

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing a checkmark in the appropriate column of the faculty roster. Any teacher arriving late to work shall sign in and indicate time of arrival and have the right to record the reason for the lateness.
- B. The total in school teacher day will not exceed six (6) hours and fifty five (55) minutes including a duty free lunch period of a minimum of forty-five (45) minutes. The Board will give consideration to reducing the student day within the limitations imposed by transportation schedules and cost.

On minimum days, teachers shall be entitled to a 20 minute duty-free lunch period.
- C. Teachers shall be required to report for duty in their classrooms or other area designated by the principal at least ten (10) minutes before the opening of the pupils' school day and not leave sooner than fifteen (15) minutes after the close of the school day. The Board encourages teachers to extend their work day beyond the student day whenever this would benefit their students or further their own professional development.
- D.
  - (1) Classroom teachers shall, in addition to their lunch period, have daily preparation time of one full period during which they shall not be assigned to any other duties. Other certificated members of the negotiating unit who are not regular classroom teachers shall be provided with preparation time to the same extent as other teachers. Exceptions to this provision may be made only in cases of emergency.
  - (2) When a substitute cannot be obtained to cover a class from which the regular teacher shall be absent, the Principal may assign a teacher to cover the class during the teacher's preparation time. During the 1991-1992 school year teachers shall be paid Fifteen Dollars (\$15.00) for covering a 40-45 minute class period. During the 1992-1993 school year teachers shall be paid Seventeen Dollars (\$17.00) for covering a 40-45 minute class period. During the 1993-1994 school year teachers shall be paid Eighteen Dollars (\$18.00) for covering a 40-45 minute class period. Payment of teachers for class coverage during preparation time shall be prorated to reflect the length of the class covered.
- E. The annual school calendar will provide minimum school days for teachers prior to the Thanksgiving and Christmas recess.
- F. Teachers shall make available one hour per month for the purpose of after-school staff and/or curriculum development that is in addition to the schools' monthly faculty meeting. The day of the month will be set

by the principal after consultation with his/her faculty at the beginning of each school year.

## **ARTICLE VII**

### **TEACHER EMPLOYMENT**

Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30th. Nothing, however, shall prevent the Board from terminating a teacher's contract or withholding a teacher's increment after April 30 where the circumstances warrant such action.

Non-tenured teachers who receive notice of non-renewal for the next school year subsequent to April 30 shall be given four (4) months severance pay from the date the notice was given.

Non-tenured teachers whose contracts are terminated during the course of the academic year shall receive severance pay or work four (4) months, at the option of the Board.

Teachers terminating their employment during the course of the year shall provide the Board with one hundred twenty (120) days notice. Teachers terminating their employment to coincide with the end of the academic year shall provide the Board with sixty (60) days notice.

## ARTICLE VIII

### SALARIES

- A. The Salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.
- B. 1. The Board agrees to permit teachers the option of selecting either a 20 payment plan or a 24 payment plan.

For those teachers selecting the 24 payment option, paychecks will be mailed only during July and August. All teachers will have their paychecks distributed to them in the usual manner during the school year, regardless of payment option.

- 2. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.
- 3. Teachers shall receive their first paycheck in September of each year on the first Friday after returning to school.
- 4. Teachers shall receive their final checks and the pay schedule for the following year on the last working day in June.

- C. WITHHOLDING OF INCREMENT PROCEDURE

Salary increases, as represented by advancement on the salary guide, are not automatic. Increases are earned through satisfactory teaching performance as evidenced by evaluations conducted by the administrator.

The teacher appraisal and evaluation process is the base upon which this procedure for withholding an increment is established. The evaluation process is defined in the policy manual of the Board.

- 1. Once the recommendation to withhold an increment has been forwarded to the teacher and the Superintendent, the teacher may request the Superintendent, within ten (10) school days and in writing, to establish a date when the teacher could meet with the Superintendent to discuss the principal's recommendation. The Superintendent shall not forward the recommendation to the Board of Education without such a conference unless the ten (10) school days have elapsed without the written request from the teacher.
- 2. Should the resultant action of the Superintendent be to forward a recommendation for withholding an increment to the Board, the teacher to be so deprived shall receive written notice of such a recommendation.
- 3. Following such a recommendation by the Superintendent, arrangements shall be made to afford the teacher a reasonable opportunity to speak in his own defense before the Board. In order to have such an opportunity, the teacher must, within ten (10) school days after receipt of the written notice from the

Superintendent, request in writing a meeting with the Board in closed session.

4. The Board shall be given a reasonable opportunity, following the meeting with the teacher, to deliberate. Should the resultant action of the Board be to withhold the increment, the Board shall, within ten (10) school days, give written notice of the action, and the reason to the teacher concerned.
5. When an increment is withheld, the teacher will not advance to the next higher step on the salary guide for the next contract year. Withholding an increment will not prevent the teacher moving from the BS to the MA guide, or from the MA to the MA+30 guide if the teacher has satisfactorily completed the degree requirements. Placement on the higher degree guide will be at the same relative step.
6. If the teacher, who was deprived of an increment, subsequently performs satisfactorily for the next two successive contract years including the year of deprivation, the Board may restore the teacher to the salary step that the teacher would otherwise have attained had there not been a withholding of increment. The increment may be restored earlier at the recommendation of the Superintendent with the approval of the Board.
7. The teacher shall have the right to present his own appeal or to designate representatives of F.L.E.A. or another person of his own choosing to appear with him at any step in this procedure.

D. PART-TIME TEACHERS' SALARY SCHEDULE

1. All part-time teachers employed by the Board shall be paid prorated salaries determined by the following formula:

Full-Time Equivalent

$$\text{FTE} = \frac{\text{minutes of assigned time with pupils/week}}{30 \text{ forty-five minute periods/week}}$$

2. Part-time teachers shall have their preparation period, lunch period and supervisory duties prorated based on the FTE.
3. Part-time schedule shall be developed by building supervisor or Superintendent.

## ARTICLE IX

### SALARY INCENTIVE PLAN

#### A. PREAMBLE

The purpose of the program is to encourage teachers to take graduate credits in courses which are directly related to their teaching situation. The Board retains the right to reject the credits selected for eligibility.

#### B. ELIGIBILITY

1. A teacher must have 15 graduate credits at the beginning of the school year.
2. To remain eligible he must attain 4 additional graduate credits every 2 years.
3. A sustained record of high level performance.
4. Failure to attain the minimum 4 credits for any consecutive two year period will result in the loss of the incentive pay in succeeding years until the eligibility requirement has been fulfilled.
5. A voucher must be filed with the Business Administrator semi-annually by November 15 and May 15.

#### C. INCENTIVE PAY

The amount will be \$500 in addition to his position on the B.S. or M.A. Guide payable one-half in December and one-half in June. Part-time teachers shall receive prorated incentive pay.

#### D. SERVICE INCREMENT

The Board, in recognition of a teacher's consecutive service to a district, will provide a service increment as follows:

15th through 19th consecutive year in district -	\$800
20th through 24th consecutive year in district -	\$1,200
25th through 29th consecutive year in district -	\$1,600
30th consecutive year in the district and thereafter -	\$2,000

This amount shall be added to the teacher's annual regular salary and paid as part of the regular salary plan.

A part-time teacher who has been employed in the District for the requisite number of consecutive calendar years shall receive a service increment prorated to reflect his/her current full-time equivalent (FTE).

#### E. Stipends for extra-curricular positions will be adjusted annually to reflect the same salary guide adjustment agreed to by the Franklin Lakes Education Association and the Franklin Lakes Board of Education. For the 1991-1992 school year this adjustment will be 7.1%. For the 1992-

1993 school year this adjustment will be 6.6%. For the 1993-1994 school year this adjustment will be 6.1%.

**ARTICLE X**  
**TEACHER ASSIGNMENT**

- A. All teachers shall be given written notice of their grade level and/or subject assignments, building assignments and room assignments as soon as practicable.
- B. 1. Schedules of teachers who are assigned to more than one (1) school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.  
2. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel; at the I.R.S. rate per mile for all driving done after arrival at the first location at the beginning of their work day in the performance of their duty.

**ARTICLE XI**  
**VOLUNTARY TRANSFERS AND ASSIGNMENTS**

- A. 1. The Superintendent shall deliver to the Association and post in all school buildings a list of the known teaching vacancies as they occur during the school year.
- 2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building for the following school year may file a written statement of such desire with the Superintendent by April 1. Such statement shall include the grade(s) and/or subject(s) to which the teacher desires to be transferred, in order of preference.

If a position becomes available after April 1, requests may be made for such position.
- B. In the event of requests for voluntary reassignment or transfer to fill such vacancies, the wishes of the individual will be considered. Each request will receive a written reply.

**ARTICLE XII**

**INVOLUNTARY TRANSFERS  
AND  
REASSIGNMENTS**

- A. The decision of transfer of teaching staff members requires a majority vote of the full Board of Education (18-25-1). However the principals and Superintendent may make recommendations to the Board of Education. In making such recommendations, the administrators will give consideration to filling vacancies with qualified volunteers instead of involuntary transfers or reassignments. The Board's decision will be final.
- B. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable.
- C. An involuntary transfer or reassignment shall be made on the basis of the best interests of the school system and when the teacher's services would be of greater value to the students in the reassigned position. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the principal at which time the principal will discuss his recommendations to the Superintendent and Board. The teacher may request a meeting with the Superintendent if so desired.

**ARTICLE XIII**  
**TEACHER-ADMINISTRATION LIAISON**

- A. The Association shall select a Liaison Committee consisting of two (2) members for each school building which shall meet with the principal after school at least once a month and more often if necessary to review and discuss local school problems and practices, and to make suggestions and recommendations in the revision or development of building policies.

## ARTICLE XIV

### SICK LEAVE

- A. (1) Accumulative sick leave with pay will be allowed to regular full time members of the teaching staff. Sick leave will consist of twelve (12) school days for each year of employment. Part-time teaching staff members shall also be entitled to a prorated amount of accumulative sick leave which reflects their proportionate level of employment.

Sick leave exceeding five (5) or more consecutive days and frequent short periods of absence must be substantiated by a doctor's certificate or written statement explaining lack of certificate at the time of returning to work.

- (2) Part-time teaching staff members shall be deemed to use sick leave during their employment at a prorated rate which reflects their current proportionate levels of employment.

- B. By law, effective September 1964, all unused days of sick leave in any given year may be accumulated to be used for additional sick leave as needed in subsequent years. Prorated accumulative sick leave shall be calculated in, or converted to, terms representing full-time days for purposes of use by the part-time teaching staff member during his/her employment and at retirement. Upon retirement, a teacher will be granted remuneration at a rate of \$35 for full-time day for 1991-1992 and \$40 per day thereafter up to a maximum of 100 full-time days of unused sick days. (Retirement Service as defined in the Teacher's Pension Plan).

Surviving spouse or unemancipated children of a teacher who dies while under contract shall receive the benefits of this provision.

- C. Teachers must notify the principals or his/her designee of their illness.
- D. The Sick Day Bank is a program to offer assistance to teachers in time of extended illness in the form of extension of their accrued personal sick days. It is not the purpose of the Bank to provide for an illness of a brief nature. The Sick Day Bank is a cooperative program whose implementation and maintenance is dependent on teacher support.

The bank will be built up by each teacher contributing one (1) day per year to the Bank. In the event the Bank has 700 days or more remaining September 1 each year, no days will be added to the Bank until the number drops below 300 days. In a year when days are put into the Bank, each teacher will receive eleven (11) sick days for personal use. At the end of the school year, any unused sick days remaining in the Bank will be carried over to the next year.

In the event that the Board and Association agree to dissolve the Bank for whatever reason, all days left in the Bank will be divided equally by the teachers in the district. No teacher will receive more days than he or she has contributed to the Bank.

The Board of Trustees reserves to itself, the right to have a second medical opinion of the patient making the claim for Bank use. The cost

for such examination shall be paid for by the patient and the doctor used will be of the Bank's choice.

If a third opinion is necessary, a doctor mutually acceptable to F.L.E.A. and the member will be selected. The cost of this examination will be divided equally between F.L.E.A. and the member.

The Trustees of the Bank will be limited to granting up to thirty (30) school days at one time. A member may request additional sick leave by submitting a request and a doctor's certificate.

If in the judgment of the Trustees the teacher qualifies, the Trustees shall submit the request to the Board of Education. If the Board of Education agrees with the Trustees, the Board will arrange payment to the teacher. If the Board of Education rejects the request, the Board will notify the Trustees of the Bank.

The cost of the substitute or the estimated cost of a substitute shall be deducted from each additional sick day granted. A day's salary is defined as 1/200th of the teacher's annual salary.

In the event that a teacher uses all of his or her sick days and there are none available from the Sick Day Bank, then the Board of Education will have the sole power to decide, based on the merits of the case, whether or not any assistance in the form of extension of sick day benefits will be granted.

When an employee is on sick leave beyond his allotted number of days with pay, the deductions from his pay will be in the amount of 1/200th of his salary per day. The cost of the substitute shall be deducted from each additional sick day granted.

## ARTICLE XV

### TEMPORARY LEAVES OF ABSENCE

#### A. FAMILY LEAVE

In addition to sick leave, a maximum of two (2) days per year will be allowed in cases of illness to a husband, wife, child, parent, grandparent or sibling. This is not accumulative. Teachers must notify principals or his/her designee of their absence.

#### B. BEREAVEMENT LEAVE

In the case of death in the immediate family, defined as husband, wife, father, mother, child, sister, brother, grandmother, grandfather, father-in-law, mother-in-law, son-in-law and daughter-in-law, an employee may be granted not more than three (3) days of absence with full pay, these days not to be deducted from the twelve (12) days allowable for an illness or accident.

In the case of a relative of the second degree, such as uncle, aunt, niece, nephew, cousin, leave of absence of one (1) day may be allowed, this not to be deducted from the twelve (12) days allowed for illness or accident.

#### C. PERSONAL ABSENCE

Teachers shall be granted up to three (3) non-cumulative days with pay for the discharge or important personal matters; family business, legal or household matters, or other personal emergencies that cannot be handled during non-school hours.

Among the reasons which can be considered for a day of personal absence with pay are:

1. Moving day
2. Court appearance
3. Appearance at Internal Revenue Bureau
4. Entering offspring in college
5. Attending offspring's graduation
6. Attending the wedding of a member of the immediate family
7. Marriage
8. Attendance at a ceremony (including a graduation ceremony) at which a member of the immediate family (husband, wife or child) will be the recipient of some distinctive award or honorary degree or will be sworn into high public office.
9. Official Association business to be conducted by the Association President
10. Closing on property
11. Other reasons to be specified.

Personal days must be approved by and through the principal and Superintendent. Application shall be made at least seven (7) days before taking such personal leave (except in the case of extreme emergencies). Personal days in excess of three (3) may be approved at the sole discretion of the Superintendent under extraordinary circumstances and upon reasonable notice.

Personal business days will not normally be granted on days immediately preceding or immediately following scheduled holidays or vacation except under emergency. Personal days also will not be granted at a time when the teacher's absence may seriously hinder the overall operation of the school, e.g., opening day, closing day.

- D. Part-time teachers shall have benefits under A, B, and C prorated according to their full-time equivalent.

## ARTICLE XVI

### EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay of up to two (2) years shall be granted to any tenured teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.
- B. A tenured teacher shall be granted a leave of absence without pay for up to two (2) years to teach in an accredited college or university.
- C. Military leave without pay shall be granted to any teacher who is inducted or enlisted in any branch of the armed forces of the United States for the period of said induction or initial enlistment.
- D.
  - 1. A tenured female teacher shall be entitled to maternity leave. Said teacher may request a maternity leave without pay and said leave shall be granted. The teacher must notify the Superintendent of her intent to return to teaching no later than twelve (12) months after the birth of the child. Said teacher shall be reinstated to the first available position but no later than the start of the next succeeding school year.
  - 2. Any tenured teacher adopting an infant child shall receive similar leave which shall commence upon receiving de facto custody of said infant or earlier if necessary to fulfill the requirements for the adoption. No teacher on said leave shall be denied the opportunity to substitute in the Franklin Lakes School District in the area of certification or competence.
  - 3. A tenure male teacher shall be entitled to paternity leave. Said teacher may request a paternity leave without pay and said leave shall be granted. The leave shall become effective on the birth of the child. The teacher must notify the Superintendent of his intent to return to teaching no later than twelve (12) months after the birth of the child. Said teacher shall be reinstated to the first available position but no later than the start of the next succeeding school year.
- E.
  - 1. Upon return from leave granted pursuant to Section A, B, or C of this ARTICLE, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure and, except as otherwise provided by law, shall not count toward the accrual of seniority.
  - 2. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and shall be assigned a position for which he is certificated.

- F. All extensions or renewals or leaves shall be applied for and granted in writing.
- G. Teachers requesting leaves in this Article shall make application in writing to the Board at least ninety (90) days prior to the anticipated effective date of the leave, unless unusual circumstances warrant shorter notice.

**ARTICLE XVII**  
**PROFESSIONAL DEVELOPMENT**

- A. The Board of Education will reimburse up to \$700 of the costs per year of teachers with one or more years of experience in this district who are taking approved courses for advanced teaching credentials. This is not applicable to courses taken for certification or for personal enrichment or development. Part-time teaching staff members shall receive the benefits provided pursuant to this Article at prorated levels based upon their full-time equivalent. Years of experience shall be computed on the same basis as seniority.
- B. All courses will be subject to approval by the Superintendent of Schools who will decide on the eligibility of a course for reimbursement. In his determination of eligibility, the Superintendent will be guided by the relationship of the course to the teacher's current field or advanced degree program.

In general, courses will be approved for reimbursement if they are judged by the Superintendent to be of value to the teacher in his or her continuing role in Franklin Lakes Schools and if the course has educational merit for our schools.
- C. Claim for refund must be completed on a school voucher accompanied by verification of expenditure from the college or institution attended, as well as evidence of a grade "B" or better.

**ARTICLE XVIII**  
**PROTECTION OF TEACHERS**  
**STUDENTS AND PROPERTY**

- A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- B. **Corporal Punishment of Pupils**

No person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his employment, use and apply such amounts of force as is reasonable and necessary:

- (1) to quell a disturbance, threatening physical injury to others;
  - (2) to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;
  - (3) for the purpose of self-defense; and
  - (4) for the protection of persons or property;
- and such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intendment of this section. Every resolution, bylaw, rule, ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void.

- C. **Indemnity of Officers and Employees Against Civil Actions**

Whenever any civil action has been or shall be brought against any person holding any office, position, or employment under the jurisdiction of the Board, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and the Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

- D. When absence arises out of or from such assault or injury, the teacher shall not forfeit any sick leave or personal leave.
- E. 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.  
2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request

from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved.

- F. If criminal or civil proceedings are brought against a teacher alleging that he committed an assault in connection with his employment, such teacher may request the Board to furnish legal counsel to defend him in such proceedings according to State Statutes.

## ARTICLE XIX

### HEALTH BENEFITS PROGRAM

- A. The Board of Education of Franklin Lakes agrees to pay 100% of the premium costs to all employees and dependents in the program provided by the Public and School Employees Health Benefit Act of the State of New Jersey. (L 1964 Chapter 125).
- B. The Board will provide to each employee a description of the health-care insurance coverage provided under this agreement.

#### DENTAL

- C. The Board of Education agrees to pay 100% of the premium costs to all full time employees and dependents for the program provided by the New Jersey Dental Service Plan Program #2 with Orthodontist Benefits.

#### PRESCRIPTION PLAN

- D. The Board of Education will provide a Blue Cross-Blue Shield Drug Prescription Plan, \$5.00 co-payment. As of July 1, 1992, the Prescription Plan provided herein shall require a \$6.00 co-payment and include an \$850.00 maximum annual benefit level per unit employee (including dependents). This maximum benefit level is contingent upon the presumption that any prescription costs to a unit member in excess of that limit will fall within applicable major medical coverage.

All drugs, under this plan to be eligible for reimbursement, must be prescribed by a physician.

- E. Teachers who retire with their final four (4) years of service with the Franklin Lakes Board of Education and after twenty five (25) years of service in the State, shall be permitted to participate in the Dental and Prescription Drug Insurance Plans offered to active teachers (if such plan is available). The cost of this insurance shall be paid entirely by the retired teacher.

## ARTICLE XX

### DEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its teachers dues for the Franklin Lakes Education Association, the Bergen County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310 Public Laws of 1967 (NJSA 52:14-15. 9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer shall disburse such monies to the appropriate association or associations. Teacher authorization shall be in writing in the form set forth below:

#### AUTHORIZATION

##### TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name \_\_\_\_\_

Soc. Sec. No. \_\_\_\_\_

School Building \_\_\_\_\_

District \_\_\_\_\_

To: Disbursing Officer Franklin Lakes Board of Education

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing Board and all of its officers from any liability therefor.

I designate the Franklin Lakes Education Association to receive dues and distribute according to the organization(s) indicated:

Franklin Lakes Education Association  
Bergen County Education Association  
New Jersey Education Association  
National Education Association

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
  3. Additional authorization for dues deduction may be received after August 1 under rules established by the State Department of Education.
  4. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.
- B. The Board agrees to deduct from teachers' salaries money for Local, State and/or National association services and programs as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any teacher may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association.
- C. Upon request the Board agrees to deduct from teachers' salaries: the premiums for Washington National Insurance; amounts designated by teachers for United Fund; amounts designated by teachers for East Bergen Teachers Federal Credit Union; amounts designated for purchase of tax-sheltered annuity contracts with Associated Tax Shelter Insurance Consultants, Inc., and agrees to forward the withheld funds monthly to the designated associations.
- D. Agency Shop

1. Purpose of Fee

If a certified employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a reasonable representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

2. Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

3. Deduction and Transmission of Fee

a. Notification

On or about the 15th of September of each year, the Board will submit to the Association, a list of all employees in the bargaining unit. On or about December 1 of each year, the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

b. Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in Section 3-a the full amount of the yearly representation fee in equal installments beginning with the first paycheck in January.

c. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

d. Mechanics

Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

e. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

f. New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, death.

4. Indemnification and Save Harmless Provision

The Franklin Lakes Education Association understands and agrees to fully indemnify and hold harmless the Franklin Lakes Board of Education and its agents and other employees from any and all liability that might arise out of and as a result of any action or conduct of the Franklin Lakes Board of Education - direct or

indirect, by omission or commission - taken to implement or effectuate the within agency agreement with the Franklin Lakes Education Association.

Said indemnity shall include but not be limited to reasonable counsel fees and costs of suits, penalties, interest, direct and indirect expenditures and other miscellaneous disbursements.

- E. The teachers, who authorize the Board to make deductions from their salary in accordance with sections A, B, and C of this Article, agree to fully indemnify and hold harmless the Franklin Lakes Board of Education and its agents and other employees from any and all liability that may arise out of and as a result of any action or conduct of the Franklin Lakes Board of Education - direct or indirect, by omission or commission, taken to implement or effectuate sections A, B, and C of this Article.

**ARTICLE XXI**  
**MISCELLANEOUS PROVISIONS**

- A. This agreement constitutes Board policy for the term of said agreement, and the Board shall carry out the commitments contained herein and gives them full force and effect as Board policy.
- B. If any provision of the Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. The Board and the Association agree that there shall be no discrimination, in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- E. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing at the following addresses:
  1. If by Association, to the Board of Education, 490 Pulis Avenue, Franklin Lakes, New Jersey, 07417.
  2. If by Board, to the Association President.

**ARTICLE XXII**  
**PROFESSIONAL DEVELOPMENT LEAVE**

**A. ELIGIBILITY**

Professional Development Leave may be granted after eight (8) years of service in the Franklin Lakes School District with a record of sustained high level performance. Part-time teaching staff members shall be entitled to the benefits provided pursuant to this Article at prorated levels based upon full-time equivalent. Years of service shall be computed on the same basis as seniority in the school district.

**B. DURATION AND PAY**

1. A teacher on leave, either for one-half (1/2) of a school year or for a full school year, shall be paid by the Board at one-half (1/2) salary for one (1) year and at full salary for one-half (1/2) school year.
2. Regular deductions for the State Retirement Fund, as provided for by law, shall be taken from compensation during leave.

**C. NUMBER OF STAFF ELIGIBLE**

Not more than one teacher of the staff will be granted leave in any one year.

**D. GENERAL CONDITIONS**

1. Teachers granted leave agree not to engage in any full-time employment for remuneration during the period of leave.
2. Teachers on leave may accept fellowships or become engaged in temporary or part-time professional employment to supplement their leave pay.
3. As a condition for granting leaves, the teachers shall enter into a contract to continue in the service of the Franklin Lakes Board of Education for a period of at least two (2) years upon completion of leave.
4. A teacher will be required to repay to the Board of Education a sum bearing the same ratio to the amount of salary received while on absence that the unfulfilled portion of the subsequent years service bears to the full year of two (2) years in case of resignation or failure to continue in service for the agreed upon period following leave.
5. A teacher may return to a position upon return from leave.
6. The time a teacher is away on leave shall be included in determining salary adjustments and experience levels.

7. Official college transcripts will be forwarded to the Superintendent showing full-time college or university enrollment when leaves are granted for study purpose for the period of the leave.
8. Reports should be planned for submission in consultation with the Superintendent and will be required when leaves are granted for research purposes.

#### E. FILING APPLICATION

1. Applications for leave shall be filed with the Superintendent on or before November 1 of the year preceding the period of the leave when it is to commence.
2. The application shall state the purpose of the leave.
3. The Board shall take action on applications for leave as early as possible, but not later than March 1 prior to the beginning date of the leave and in passing on applications for leave will apply the following criteria:
  - a. Years of service in Franklin Lakes Schools prior to the date of leave.
  - b. The type of leave requested.
  - c. The educational value of the leave to the Franklin Lakes Schools.
  - d. The relationship of such leave to the professional growth of the applicant.
  - e. If more than one (1) application is received, the Board in its sole discretion, shall determine which of the applicants shall be granted leave.
  - f. Each application will be judged on its merits. If only one (1) application is submitted, it will not automatically qualify. The Board reserves the right to reject any or all applications if it is not satisfied that even one of them sufficiently satisfies the criteria for acceptance.

**ARTICLE XXIII**  
**DURATION OF AGREEMENT**

- A. The term of the contract is for July 1, 1991 to June 30, 1994.
- B. In Witness whereof the parties hereto have caused this agreement to be signed by their respective president attested by their respective secretaries and their corporate seals to be placed hereon, all on the day and year first above written.

**FRANKLIN LAKES  
BOARD OF EDUCATION**

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

**FRANKLIN LAKES  
EDUCATION ASSOCIATION**

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

**Franklin Lakes School District  
1991-1992 Guide**

<b>Step</b>	<b>B.A.</b>	<b>M.A.</b>	<b>M.A. + 30</b>
1	26800	27,900	31300
2	27800	29,000	32700
3	28500	30,000	33800
4	29500	31,800	34000
5	30800	33,800	36000
6	32000	35,000	38000
7	33500	36,400	40000
8	34800	37,800	42000
9	36100	39,100	44000
10	37500	40,500	46000
11	38900	41,900	48250
12	40300	44,000	50500
13	43000	47,500	53000
14	46750	53,600	59575

**Franklin Lakes School District  
1992-1993 Guide**

<b>Step</b>	<b>B.A.</b>	<b>M.A.</b>	<b>M.A. + 30</b>
1	27800	28,600	32600
2	29000	30,500	33700
3	30500	31,500	35200
4	31200	32,000	36000
5	32300	34,500	36800
6	33600	37,000	39200
7	35100	38,200	41000
8	36600	40,000	43600
9	37800	41,300	45800
10	39100	42,500	48000
11	40700	44,000	50000
12	42300	45,500	52500
13	44000	48,000	55100
14	48750	55,700	62250

**Franklin Lakes School District  
1993-1994 Guide**

<b>Step</b>	<b>B.A.</b>	<b>M.A.</b>	<b>M.A. + 30</b>
1	28,800	29,900	35,600
2	30,000	31,000	36,100
3	31,400	33,000	36,600
4	33,000	34,000	38,200
5	33,800	35,000	39,300
6	35,000	37,500	40,300
7	36,500	40,200	42,900
8	38,000	41,400	44,300
9	39,600	43,400	47,000
10	41,000	45,000	49,000
11	42,400	46,000	51,500
12	44,100	48,000	53,700
13	46,000	50,400	57,000
14	50,750	57,800	64,750